



STATE OF WASHINGTON  
DEPARTMENT OF LICENSING  
PO Box 2957 • Olympia, Washington 98507-2957

JULY 1, 2014

JOHN WALKER  
CYPRESS SECURITY  
159 WESTERN AVE W STE A456  
SEATTLE WA 98119

Dear John:

Account number:

**Review status: Vehicle/Vessel Contract Application**

**IVIPS account information access denied:**

Upon careful review of the information provided on your application, we determined that yours is not one of the permissible uses under which release of this information is allowed, pursuant to the federal law called the Driver's Privacy Protection Act (DPPA), 18 USC Sections 2721 and 2725; and state laws RCW 46.12.630, RCW 46.12.635 and WAC 308-10-050(3). On your application, you stated as your reason for access:

- Providing security patrol services for Tacoma Housing Authority
- Frequent history of abandoned /stolen vehicles that need to be removed from property

This use is not permissible according to the DPPA, 18 USC, section 2721, 3(A)(B) which allows access to personal vehicle owner information only to: 3) "For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only-(A) To verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and (B) If such information as so submitted is not correct or is no longer correct, to obtain the correct information, **but only** for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual."

You may submit public disclosure requests for consideration on an individual basis using the Vehicle/Vessel Disclosure Request form (RPD-224-003). These forms are available on the internet @ [dol.wa.gov](http://dol.wa.gov) or call us and we will fax or mail the form to you.

**If you need to contact us**

For additional information or assistance, please contact the Vehicle Disclosure Unit at (360) 359-4001 or email [vsdisclose@dol.wa.gov](mailto:vsdisclose@dol.wa.gov).

Sincerely,  
Public Disclosure/Contract Unit  
PO Box 2957  
Olympia, WA 98507-2957

*We are committed to providing equal access to our services.  
If you need accommodation, please call 360-902-3600 or TTY 360-664-0116.*

**Vehicle/Vessel Contract Application**

To apply for access to vehicle/vessel records or information, complete this form and send it to us by fax or email with your business license and other required documents.

Fax: (360) 570-7895

Email: vsdisclose@dol.wa.gov

Please allow 14 business days to process and respond to your request.

We are committed to protecting personal information. There is no guarantee you will be provided the information. We release information in accordance with the federal Driver Privacy Protection Act (DPPA), and Washington State laws. The DPPA restricts redisclosure of personal information obtained from vehicle records. An authorized recipient may only redisclose information for a permitted use.

There is a \$2.00 fee for each record accessed through IVIPS.

<b>1</b> Method of access you are requesting			
<input checked="" type="checkbox"/> Internet Vehicle/Vessel Information Processing System (IVIPS) (Individual record inquiries) – (360) 359-4001			
<input type="checkbox"/> Bulk vehicle/vessel records (Batch process) – (360) 902-3673			
PRINT or TYPE Company/Agency name <b>Cypress Security</b>			
Contact name <b>John Walker</b>	(Area code) Telephone number <b>206-588-2146</b>	(Area code) Fax number	
Email <b>jwalker@cypress-security.com</b>	Website <b>www.cypress-security.com</b>		
Contact name 2 (if applicable)	(Area code) Telephone number	Email	
Contact name 3 (if applicable)	(Area code) Telephone number	Email	
Physical address of business (Number and street) <b>Cypress Private Security</b>			
City <b>159 Western Ave West</b>		State	ZIP code
Mailing address of business (if different) <b>Suite A456</b>			
<b>Seattle, WA 98119</b>			
City		State	ZIP code
You are required to provide one of the items below.			
Tax Identification Number (TIN) _____			
Federal Employer Identification Number (EIN) <b>94-32412472</b>			
Washington State Unified Business Identifier (UBI) <b>602-729-707</b>			

**Agency Use Only**

Account number \_\_\_\_\_ ☐ New account ☐ Renewal ☐ Reapply

☐ Approved ☐ Denied ☐ Cancelled ☐ Misuse

**2** Check all that apply to you and/or your business

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Attorney                      | <input type="checkbox"/> Lien service                              | <input type="checkbox"/> Service bureau for another business |
| <input type="checkbox"/> Auction                       | <input type="checkbox"/> Marina                                    | Provide business name: _____                                 |
| <input type="checkbox"/> Auto manufacturer or agent    | <input type="checkbox"/> Neighborhood block watch                  | <input type="checkbox"/> Storage facility                    |
| <input type="checkbox"/> Bail bonds                    | <input type="checkbox"/> Newspaper or media                        | <input type="checkbox"/> Title/Escrow                        |
| <input type="checkbox"/> Bank or financing firm        | <input type="checkbox"/> Non-profit organization                   | <input type="checkbox"/> Toll facility                       |
| <input type="checkbox"/> Business                      | <input type="checkbox"/> Parking enforcement                       | <input type="checkbox"/> Towing company                      |
| <input type="checkbox"/> Commercial parking company    | <input type="checkbox"/> Private investigator                      | <input type="checkbox"/> Transporter                         |
| <input type="checkbox"/> Credit union                  | <input type="checkbox"/> Process server                            | <input type="checkbox"/> Union (non-profit)                  |
| <input type="checkbox"/> Data broker/Reseller          | <input type="checkbox"/> Property mgmt. - Government               | <input type="checkbox"/> Vehicle/Vessel dealer               |
| <input type="checkbox"/> Debt recovery/Collection      | <input type="checkbox"/> Property mgmt. - Private                  | <input type="checkbox"/> I represent a business that will    |
| <input type="checkbox"/> Employer/Prospective employer | <input type="checkbox"/> Repossession service                      | provide information to another party                         |
| <input type="checkbox"/> Government                    | <input type="checkbox"/> Retail/Store                              | Provide business names: _____                                |
| <input type="checkbox"/> Guardianship/Trustee service  | <input type="checkbox"/> School - Private                          | <input type="checkbox"/> Other (explain) _____               |
| <input type="checkbox"/> Homeowner association         | <input type="checkbox"/> School - Public                           | _____  |
| <input type="checkbox"/> Hospital                      | <input type="checkbox"/> Scrap processor or wrecker                | _____  |
| <input type="checkbox"/> Hulk hauler                   | <input checked="" type="checkbox"/> Security services - Government |  |
| <input type="checkbox"/> Insurance company/agent       | <input checked="" type="checkbox"/> Security services - Private    |  |

**3** Provide a detailed explanation of your primary business activity (exactly what your business does).

Providing security patrol services for Tacoma Housing Authority.

**4** Explain in detail why you need vehicle/vessel information. Give examples. Attach additional pages if necessary.

Frequent history of abandoned/stolen vehicles that need to be removed from property.

**5** Redisclosure and/or selling of information

Will you redisclose or sell the information to anyone else? ..... ☐ Yes ☒ No

If yes, which will you do? ..... ☐ Sell ☐ Provide to others

If yes, to whom will you provide the information? Be specific. List all recipients.

If yes, how do you ensure they have a permitted use under the DPPA and Washington State law? Be specific.

If yes, how will you supply the information? Describe.

**6** Owner contact

Will you contact the vehicle/vessel owner? ..... ☐ Yes ☒ No

Unsolicited business contact for commercial purposes is strictly prohibited.

If yes, how is contact made? Describe.

If yes, describe or provide an example of why you would contact them.

**7** Check all that apply

☒ **I represent a Washington State business.** Attach legible copies of:

- your current business license.
- any/all professional licenses that you possess.

☐ **I represent a business outside Washington State.** If your business is not required to be licensed in the State of Washington, attach a legible copy of either:

- your current business license.
- a letter with a signature of the owner or authorized representative indicating you are their agent. The letter must include your Federal Employer Identification Number (EIN) or Federal Tax Identification Number (TIN).

☐ **I am a process server.** Attach legible copies of:

- your current business license.
- any/all professional licenses that you possess.
- registration for county jurisdictions.

☐ **I represent a government agency.** Attach a statement that the information you receive will be used solely for carrying out official agency functions. Print agency name:

☐ **I represent a non-profit organization or corporation.**

1. Attach a legible copy of one of the following:

- Your Articles of Incorporation, filed with the Secretary of State
- Your Tax Exempt Status from the Internal Revenue Services (501)(c)(3)
- Other documents reviewed and approved by the Department of Licensing Public Records Officer

2. Submit a letter with a signature of the business owner or authorized representative indicating you are their agent.

☐ **I am an attorney.\*** Attach legible copies of:

- your current business license.
- your current bar card.

☐ **I am a private investigator.\*** Attach legible copies of:

- your current Private Investigator license.
- your current business license.

**\*Whenever the name or address of an individual vehicle owner is provided to an attorney or private investigator, we will notify the vehicle owner that the information has been provided. RCW 46.12.635(4)**

**8** Answer the following

Have you attached all the required documents that apply to this Vehicle/Vessel Disclosure Agreement Application? .....

☒ Yes ☐ No

Do you agree not to divulge any of the information we provide you to any third party that has not been disclosed on this Agreement Application? .....

☒ Yes ☐ No

Do you agree not to use the information for any purpose other than what is stated on this Agreement Application, or approved by us, not to sell the information, and that the information will not be used for commercial purposes by you or by any other individual or organization? .....

☒ Yes ☐ No

Do you agree not to use, or facilitate the use of, the information for the purpose of making unsolicited business contact with a person named in the disclosed information? "Unsolicited business contact" means a contact that is intended to result in, or promote the sale of any goods or services to a person named in the disclosed information.....

☒ Yes ☐ No

**Knowingly making a false statement or concealing a material fact required in this request or making false representation to obtain any personal information from an individual's motor vehicle record is subject to federal criminal fines under the DPPA and RCW 46.12.640**

*By signing or typing your name, you are certifying under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.*

John Walker  
PRINT or TYPE Name  
support manager  
Title  
Cypress Private Security  
100 Western Ave West  
Address  
Suite A456  
Seattle, WA 98119  
City, State, ZIP code  
X  
Signature

06-20-14 Seattle, WA  
Date and place (county) signed

Federal Driver Privacy Protection Act (DPPA) 18 U.S.C. §2721 through §2725  
Washington State laws RCW 42.56, RCW 46.12, RCW 47, WAC 308-10, and WAC 308-93



State of Washington  
DEPARTMENT OF LICENSING  
SECURITY GUARD PROGRAM  
P O Box 9649  
Olympia, WA 98507

ADDRESS SERVICE REQUESTED

PPU 157

CYPRESS SECURITY, LLC  
159 WESTERN AVE W STE A456  
SEATTLE WA 98119

**STATE OF WASHINGTON**

DEPARTMENT OF LICENSING – BUSINESS AND PROFESSIONS DIVISION  
THIS CERTIFIES THAT THE BUSINESS NAMED HEREON IS AUTHORIZED, AS PROVIDED BY LAW, AS A



PRIVATE SECURITY GUARD COMPANY

CYPRESS SECURITY, LLC  
2025 1ST AVE STE 1210  
SEATTLE WA 98124

Cert/Lic No.

730

Issued Date

02/06/2008

Expiration Date

02/06/2015

*Pat Kahler*  
Pat Kahler, Director

6/20/2014

WA State Licensing License Query Search

## Search

### BUSINESS & PROFESSIONAL LICENSES

#### License Details

**License Information:**

**Name:** WALKER, JOHN R  
**License Type:** Security Guard  
**License Number:** 38373  
**License Status:** Active  
**First Issued Date:** Jul 20 2001  
**License Issued:** Jun 12 2013  
**Expiration Date:** Jul 20 2014

**Address:**

SEATTLE WA 98119

[View Related Records](#)**Endorsements on this license:**[Armed](#)[Certific. Trainer](#)**Endorsement Status**

Active

Active

Information Current as of 06/20/2014 3:06AM Pacific Time

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6/20/2014

WA State Licensing: License Query Search

## Search

### BUSINESS & PROFESSIONAL LICENSES

#### License Details

**License Information:****Name:** WALKER, JOHN ROBERT**License Type:** Notary Public**License Number:** 157124**License Status:** Active**First Issued Date:** Dec 30 2011**License Issued:** Dec 30 2011**Expiration Date:** Dec 28 2015**Address:**

SEATTLE WA 98119

Information Current as of 06/20/2014 3:06AM Pacific Time

[New Search](#)

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**TACOMA HOUSING AUTHORITY**  
**and**  
**CYPRESS PRIVATE SECURITY**  
**CONTRACT**  
**for**  
**Unarmed Security**

July 1, 2014

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The HOUSING AUTHORITY OF THE CITY OF TACOMA, WASHINGTON, a municipal corporation/political subdivision of the State of Washington, (referred to as "THA") and "CYPRESS PRIVATE SECURITY, (referred to as "CONTRACTOR") contract as follows:

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**1. CONTRACTOR'S SCOPE OF REQUIRED WORK  
SCHEDULE OF PERFORMANCE**

- 1.1 The CONTRACTOR shall perform or provide the services described on Attachment A to this contract and on the schedule set forth in Attachment A.
- 1.2 The CONTRACTOR shall perform or provide the services diligently, completely, and at professional standards of quality and competence.

**2. PAYMENT**

- 2.1 **Maximum Possible Payment Amount**  
THA's maximum payment to CONTRACTOR for all services and reimbursable expenses, if any, shall not exceed: [\$150,000.00]. The overall Contract amount shall not exceed this amount unless approved by THA's Board of Commissioners.
- 2.2 **Payment**  
THA shall pay the CONTRACTOR in the amounts and on the terms set forth in Attachment A to this contract.
- 2.3 **Invoices**  
THA shall make payments only in response to CONTRACTOR's invoice and only for services performed or provided as required by the Contract and shown on invoices. THA shall make such payments within thirty (30) days of receiving an invoice.

CONTRACTOR shall submit invoices on the following schedule [Check one]:

Monthly (5 <sup>th</sup> of following month)	X
Quarterly (Jan.1; April 1; July1; Oct 1)	
At delivery of work product	
Within 30 days of work product	
Other:	

The invoices must detail the services performed or provided for the reporting period.  
The CONTRACTOR must deliver these invoices to THA at:

TACOMA HOUSING AUTHORITY  
ATTENTION: ACCOUNTS PAYABLE  
902 SOUTH L STREET  
TACOMA, WA 98405

THA shall not be obliged to pay any invoice that the CONTRACTOR fails to submit on the above schedule or in the above manner.

- 2.4 THA may withhold payment to the CONTRACTOR for any work not completed to THA's satisfaction, until and unless the CONTRACTOR modifies such work to THA's satisfaction or the parties reach some other adjustment.
- 2.5 All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

### 3. TERM OF CONTRACT

This Contract shall begin on: July 1, 2014. Unless this Contract is terminated early pursuant to section eight (8) below, it will end on: June 30, 2015. CONTRACTOR and THA acknowledge the potential of three (3) twelve (12) month extensions, at THA'S sole discretion. All services will be on an "as needed basis" and not a guaranteed Contract amount

### 4. CONTRACTOR'S ADDITIONAL RESPONSIBILITIES

- 4.1 **Risk to Children and Vulnerable Adults; Criminal Background Checks**  
If the work pursuant to this contract requires or may result in contact with children or vulnerable adults, the CONTRACTOR shall not use any employee, volunteer, intern, or agent for such contact who (i) it has reason to believe may pose a risk to such children or vulnerable adults; or (ii) who has been convicted of a crime against children or vulnerable adults. Before using any employee, volunteer, intern or agent for such contact, the CONTRACTOR will procure their criminal conviction record in accordance with RCW 43.43.830 through RCW 43.43.834, as applicable.

#### 4.2 Training and Supervision

CONTRACTOR shall provide all appropriate orientation, training, and supervision for all its employees, interns, volunteers performing or providing services under this Contract.

**4.3 Access to Records and Retention of Records**

CONTRACTOR shall promptly provide THA or the Department of Housing and Urban Development, the Comptroller General of the United States or any of their duly authorized representatives with access to any of the CONTRACTOR's books, documents, papers, and records which are directly pertinent to this contract for the purpose of audits or examination.

CONTRACTOR shall retain all such records for three (3) years after the final payment on the contract and all other matters related to the contract are closed.

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**4.4 Confidentiality**

Except to the extent required by Law, CONTRACTOR agrees not to divulge or release any information, reports, results of research or analysis, or recommendations developed or obtained in connection with performance of this Contract other than to authorized personnel of THA or upon THA's prior written approval.

**4.5 Compliance with Laws**

CONTRACTOR agrees to comply with all applicable laws, including but not limited to the following:

4.5.1 24 C.F.R. Part 85 (federal contracting and procurement regulations), as applicable;

4.5.2 Nondiscrimination laws, including:

- (a) Title VI of the Civil Rights Act of 1964 and implementing regulations at 24 C.F.R. Part 1;
- (b) Executive Order 11246 and implementing regulations at 41 C.F.R. Part 60;
- (c) Age Discrimination Act of 1975 and implementing regulations at 24 C.F.R. Part 146;
- (d) Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 C.F.R. Part 8;
- (e) Washington State Law Against Discrimination, Chap. 49.60 RCW;
- (f) City of Tacoma Human Rights Ordinance, TMC 1.29.

- 4.5.3 Section 319 of the Department of Interior and Related Agencies Appropriation Act of 1990, 31 U.S.C. § 1352, and implementing regulations at 24 C.F.R. § 87, prohibiting the use of federal funds for certain lobbying purposes.

## **5. OWNERSHIP OF WORK PRODUCT**

- 5.1 "Data" developed pursuant to this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976, as amended, and THA shall be its sole owner. Pursuant to 17 U.S.C. § 201, THA shall be deemed the author of the Data and will own all copyrights in the Data. "Data" shall include but shall not necessarily be limited to all work product the CONTRACTOR shall produce or provide under this Contract, draft and final reports, documents, pamphlets, advertisements, books, magazines, surveys studies, computer programs, films, tapes and/or sound reproductions. The CONTRACTOR shall obtain THA's prior written approval for any publication of any Data or results of studies and/or services performed pursuant to this contract. This provision shall not apply to any data that the CONTRACTOR develops independently of this contract.
- 5.2 Methodology and logic systems developed under this Contract are the property of both the CONTRACTOR and THA. Either may use these systems as it sees fit, including the right to revise or publish such systems without limitation.
- 5.3 The CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

## **6. INDEPENDENT CONTRACTOR STATUS**

CONTRACTOR is an independent contractor of THA. This contract does not create any agency, employment, joint employer, joint venture or partnership between THA and CONTRACTOR. Neither party will have the right, power, or authority to select, train, manage or supervise the employees, volunteers or agents of the other or to act on behalf of the other in any manner whatsoever as a result of this contract.

CONTRACTOR is responsible for payment of all wages, compensation, salaries, benefits and taxes associated with its employees and other staff.

The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits.

## **7. INDEMNIFICATION, RELEASE AND INSURANCE**

### **7.1 Indemnification**

CONTRACTOR shall indemnify, defend (using legal counsel acceptable to THA) and save THA, its commissioners, officials, staff, agents and volunteers (referred to in this section 7 as THA) harmless from all claims, suits, losses, damages, fines, penalties, liabilities, expenses, demands, mediations, arbitrations, actions, causes of action, and

judgments (including THA's personnel and overhead costs and attorneys fees and other costs for consulting and testifying experts' fees and costs, disbursements and court and mediation and arbitration costs incurred as a result of such claims or in enforcing this indemnity provision including, and without limitation, claims for personal injury, bodily injury, death, loss of use, design, specification or product defects, or damage to property) resulting from any actual or alleged injury (including death) of any person or from any actual or alleged loss of or damage to, any property arising out of or in connection with CONTRACTOR'S performance or failure to perform this contract or the performance or failure to perform of its employees, agents, or volunteers. CONTRACTOR specifically acknowledges and agrees that this indemnity and obligation to defend and hold harmless extends to claims alleging concurrent negligence on the part of THA and regardless of the active or passive negligence or other fault or liability without fault of THA but shall not extend to claims alleging THA's sole negligence.

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CONTRACTOR further agrees that the foregoing paragraph specifically covers actions brought by its own employees, and constitutes a waiver of its immunity under Washington's Industrial Insurance Act, RCW Title 51, to the extent necessary to provide THA with a full and complete indemnity of this section from claims made by CONTRACTOR and its employees. **THE PARTIES ACKNOWLEDGE THAT THEY SPECIFICALLY NEGOTIATED AND AGREED UPON THE INDEMNIFICATION OF THIS SECTION.**

The provision of this section shall continue beyond the termination or expiration of the contract.

## **7.2 Limitation on Indemnity for Construction Related Contracts**

In compliance with RCW 4.24.115, the provision of section 7.1 is limited as set for in this section if this contract is for the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract. In that event (i) CONTRACTOR shall not be obligated to indemnify, defend or hold harmless THA against liability for damages arising out of the services or out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of THA and (ii) the CONTRACTOR's obligation to indemnify, defend or hold harmless THA against liability for damages arising out of the services or out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) THA, on the one hand, and of (b) CONTRACTOR, on the other hand, shall apply only to the extent said damages resulted from the negligence of the CONTRACTOR or its, agents or employees.

## **7.3 Release**

CONTRACTOR fully and completely waives and releases all claims against THA for any losses or other damages sustained by CONTRACTOR or any person claiming through CONTRACTOR resulting from any accident or occurrence arising from CONTRACTOR's performance or failure to perform the contract.

**7.4 Insurance**

CONTRACTOR shall keep insurance coverage in full force and effect of the type and to the extent set forth in Attachment B to this Agreement.

**8. TERMINATION OF CONTRACT**

**8.1 Termination for Cause**

If a party concludes that the other party has breached this contract, it shall give the breaching party a written notice. The written notice must describe the alleged breach. The written notice must also give the breaching party a reasonable amount of time to fully cure the breach. This cure period shall be at least ten (10) business days long unless urgent circumstances justify a shorter time. The breaching party must cure its breach within the cure period. If the breaching party has failed to cure the breach within the cure period, the other party may then terminate the contract by serving a termination notice.

THA may terminate the contract if its funding for the contract either is eliminated, reduced, or used up. In that event, THA shall give CONTRACTOR written notice of the termination as far in advance as possible.

**8.2 Termination for Convenience**

THA may terminate this contract in whole or in part without cause for its convenience. It may do this by giving written notice to CONTRACTOR stating the effective date of the termination.

**8.3 Rights Upon Termination**

Upon termination, each party shall be required to perform services and to make the payments for services actually performed up to the effective date of such termination.

**9. MISCELLANEOUS PROVISIONS**

**9.1 No Subcontracting or Assignment**

CONTRACTOR shall not subcontract or assign its obligations under this contract without THA's advance, written consent, which THA may grant or withhold in its sole discretion.

**9.2 Governing Law and Venue**

Washington State law shall govern the interpretation of this Contract. Pierce County shall be the venue of any arbitration or lawsuit arising out of this Contract.

**9.3 Severability**

If one or more of the clauses of this Contract is found to be unenforceable, illegal or contrary to public policy, the Contract will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.

**9.4 Entire Agreement**

This contract constitutes the entire agreement between THA and CONTRACTOR. It replaces and supersedes all prior oral or written proposals and agreements. No amendment or modification of this agreement shall have any force or effect whatsoever unless and until the parties agree to it in a signed writing.

**TACOMA HOUSING AUTHORITY**

BY: Michael Mirra  
Michael Mirra  
Executive Director

Date: 6.23.14

**THA Department Director:**

Spence Brack  
Date: 6.23.14

**CYPRESS PRIVATE SECURITY**

BY: [Signature]  
By: KES NARRUTAS  
Title: CEO

Date: 6/13/14

**Attachment A**

**SCOPE OF WORK  
SCHEDULE FOR WORK  
PAYMENT FOR WORK**

**1. SCOPE OF WORK; SCHEDULE OF WORK**

The scope of work and schedule for work is attached to this Contract as Exhibit A.

**2. PAYMENT FOR WORK**

THA will pay CONTRACTOR as follows within the maximums and other limits set forth in section 2 of this contract with fee scheduled outlined in Exhibit B of this Contract.



## EXHIBIT A TO ATTACHMENT A

The selected proposer will be required to perform, but not limited to, the following scope of work outlined below:

A. Security Officer Requirements: Security Officers performing services under the contract to be executed based on this RFP must:

- Be 21 years of age or older.
- Have completed training and be licensed to provide security services.
- Not be armed. However, Security Officers may carry pepper spray.
- Be in uniform at all times while on duty. Any uniform will be approved as long as it identifies them as Security with an identification badge and security insignia.
- Comply with the requirements of the security company's Employee Handbook.
- Have a recent and regularly (annually) scheduled personal background check and be free from all felony and misdemeanor convictions deemed unacceptable under Senate Bill 60
- Not be a user of illegal drugs or an abuser of alcohol.
- Possess valid First Aid and CPR Certification
- Ability to comprehend written, verbal and conversational communication in the English Language.
- Ability to write clear and concise reports in a legible handwriting in English.
- Able to lift or carry 50 lbs
- Possess a valid unrestricted driver's license at the time of employment

B. Patrol Duties: Security Officers shall sign-in at the start of their shift at the designated location, typically the management office, and patrol and provide security checks at key points in each community to provide maximum security for the residents and property, including the perimeter of the fenced construction zones. These security checks shall be varied and conducted randomly throughout each shift.

C. Methods of Patrol and Communication. Following the Security Services Procedures on **Exhibit B** of the RFP, the security company shall provide two uniformed bike or vehicle patrol officers for each community. Generally, patrol vehicles, one per community, are to be used and will be used in addition to foot and bicycle patrols. All patrol vehicles must be supplied by the security company. In some instances bicycles or on-foot patrols may be the only options due to the site configuration. During summer months, bicycle patrols should be an option for the patrolling officers for all communities in order to make a better connection with the residents in the areas. In order to ensure continuity of services and that the Security Officers become familiar with the residents and dynamics of each community, the security company shall ensure that specific Security Officers assigned to each community remain constant over time and shall make all efforts to not change Security Officers during the term of the contract to be executed based on this RFP. Security Officers must:

- Be equipped with a radio and/or cellular phone (cell phones are preferable) in order to maintain direct communication with one another during the time when both officers are on duty at any of the communities;
- Be equipped with a pager and/or cellular phone (cell phones are preferable) in order to receive and respond to calls from residents, homeowners, agency site staff or Management at all times. The contact telephone number for the Security Officers may not be changed during the term of the contract to be executed based on this RFP.
- Respond within 30 minutes or less to telephone calls from residents, homeowners, agency staff, or management.
- Maintain and have available at all times while on duty a list of key community and management contacts, and make direct contact with on-duty THA management and/or agency staff as necessary.
- Go to residents' and/or homeowner homes, as needed, to respond to security concerns.

- Complete a one-time orientation with the TPD Community Officer(s) and Property Managers at THA before beginning patrol duties at the locations. To be determined after contract award and not paid for by THA. This is not a billable orientation.
  - Since known problems take priority, the Security Officer is not to leave the scene of one problem to perform other assigned duties, until dismissed by a TPD Officer, if summoned, or another Security Officer.
- D. Communications with Residents, Homeowners and Youth. Security Officers shall interact positively and encourage effective communication with residents and homeowners. In particular, to the greatest extent possible, Security Officers shall interact and dialogue with the youth of each community, in order to reinforce positive behaviors and to provide alternative behaviors for youth who are violating community rules and/or creating disturbances. To assist Security Officers in their communication with residents, THA shall provide the security company with the name of the language spoken by each resident, as well as the names of residents who are available to translate for the Security Officers as needed. THA will negotiate with a designated translator to be determined at a later date.
- E. Communication with the Tacoma Police Department (TPD) and Puyallup Tribal Police. Officers of the TPD and Puyallup Tribal Police are a critical element in maintaining security and law enforcement THA communities. The security company shall ensure that the Security Officers work cooperatively with, and establish and maintain good, positive communications with the police and the Community Policing officers assigned to the geographic area. It is anticipated that Security Officers will work with the Community Policing Officers, when available; otherwise, the Security Officers shall work directly with TPD and Puyallup Tribal Officers.
- F. Domestic Violence. Security Officers must record domestic violence and other family disturbances and contact the TPD immediately.
- G. Cooperation with THA Personnel. The security company and its Security Officers shall work cooperatively with the THA Property Management Director and the Property Managers and staff. The security company shall work with THA staff to deliver 3 day notices, appointment letters eviction notices and Show & Tell letters, and other correspondence when necessary. Security Officers might also be requested to testify in THA grievance proceedings and in court.
- H. Premises Checks. On each shift, Security Officers shall patrol THA owned communities, including the rental and for sale properties, the perimeter of the construction zone, areas of high activity, and agency and management offices, as specified by THA. Security Officers shall make daily checks of locks and gates leading into construction zones, and intermittently patrol the perimeter and/or fenced area. Specific location route to be determined by THA.
- I. Interaction with Loiterers. Security Officers shall assist with enforcing curfews and "No Trespassing" rules, identify loiterers and trespassers, and escort violators to their residences or off the premises as applicable.
- J. Drug or Suspicious Activity. Security Officers shall identify persons and/or residential units involved in drug or suspicious activity, and note the destinations of such individuals within each community and/or their associations, and shall notify TPD and THA personnel.
- K. Deterrence Through Enforcement. Security Officers shall maintain a visible presence in the community, assist in enforcing the community rules, and inform residents and guests of community rules and trespass policies.

- L. Complaints by Residents. Any complaints about other residents, about problems encountered by visitors or guests that Security Officers receive from residents or homeowners shall immediately be logged or otherwise documented and referred to the building Property Manager or site assistant, as appropriate.
- M. Trespass Notices. Security Officers shall enforce trespass rules, ask violators to leave the premises and telephone 9-1-1 or TPD Officer for assistance in removing uncooperative individuals. Security Officers shall issue trespass cards and notices to individuals as appropriate, or in community parks or open spaces after curfew, and seek the assistance of the TPD as needed.
- N. Daily Log. Security Officers shall record their activity at least hourly into an incident log, which will remain in the management office or a designated location. The attached as **Exhibit A**, or a similar form containing the same information, will be included in the log book. Daily Log sheets will be submitted electronically, on a daily basis, to the Property Manager and Site Manager. No payment will be authorized if the daily log sheets are not up to date have not been received by the Property Manager and Site Manager.
- O. Towing Authority. Security Officers shall ticket and/or arrange towing for vehicles that violate THA and/or Salishan Association community parking rules. THA and Salishan Association communities include public and private streets and private lot and/or cul-de-sac parking. On public streets, Security Officers shall work with the TPD to tag inoperative, unlicensed vehicles. In private parking areas of the site, parking is assigned. Alley parking is prohibited and Security Officers shall arrange for towing of vehicles parked in alleys. Registration information will be made available to Security Officers who shall check vehicles for operable condition and for parking in assigned stalls.
- P. Illegal Dumping and Disposal. Security Officers shall monitor the entire sites for improper or illegal dumping of trash, furniture or any debris into common areas and/or construction zones. Security Officers shall record information on the vehicles involved, shall attempt to identify the individuals, and shall contact TPD for ticketing and/or arrest, if opportunity arises. Security Officers shall contact violators and advise them to cease dumping, and shall notify the Property Manager, Site Managers or Site Assistant, as appropriate, for follow-up action.
- Q. Building Access. The Security Officers shall provide access to buildings for tenants. This will be necessary from time to time when the access card reader system does not operate properly or if a tenant is locked out of the building.
- R. Alarm Responses. When a Security Officer is on duty, he/she will take care of alarm responses. If an alarm goes off during the time when there are no Security Officer on duty, and a call is placed to the Security Officer or Security firm, the response should be that there are no Security on service at this time and to please call your Property Manager.
- S. Special Occasions. Special Occasions include such things as site or security during community gatherings, scheduled events in the buildings and extra security during school breaks. Most Special Occasions will be scheduled well in advance, however, if there are some unexpected problems that come up, THA wants to be able to have security services available on short notice.
- T. Duty Schedule: Required hours of work are preferably 6:00 PM through 6:00 AM, six days per week, except holidays and special occasional events. Per 8 hour shift, guard shall receive two 15 minute paid breaks and a 30 minute paid lunch break on site, during which times guard is on call. The times in which these breaks occur shall be determined by THA and the Contractor. The shift will consist of 12 max per day for six days. The shifts are to be determined when contract is awarded. There are 12 hours in a shift and the schedule requires six (6) days, so the total amount of workable hours in one week is 72. Exhibit B is an

example of a log sheet and not necessarily the shifts. The shifts will be determined when the Contract is awarded.

Holidays are those recognized and observed by THA.

## ATTACHMENT B

# Insurance Requirements for Non-Armed Security Guard Services

Guard Service shall maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Guard Service, its agents, representatives, or employees.

### MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (*occurrence form CG 0 01 10 01*).
2. Insurance Services Office Additional Insured form (*CG 20 37 or CG 20 26*).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, Code 1 (*any auto*) [*require if scope of work includes driving on Authority property, or transporting residents or participants*].
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.
5. Professional Errors and Omissions Liability insurance for security guards.

### MINIMUM LIMITS OF INSURANCE

Guard Service shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (*statutory*) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.
4. Professional Errors and Omissions Liability insurance for security guards: limit not less than \$1,000,000 general aggregate.

**NOTE:** These limits can be attained by individual policies or by combining primary and umbrella policies.

### DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees, and volunteers; or the Guard Service shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

### OTHER INSURANCE PROVISIONS

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Authority, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability on behalf of the Guard Service, including all work and services to be performed in accordance with the terms of the security agreement between the Authority and the Guard Service; or arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Guard Service.
2. The Guard Service's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Guard Service's insurance.
3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the Guard Service.

### **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than B+:VI. Guard Service must provide written verification of their insurer's rating.

### **VERIFICATION OF COVERAGE**

Guard Service shall furnish the Authority with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the Authority in sufficient time before the agreement commences to permit Guard Service to remedy any deficiencies. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

### **SUB-CONTRACTORS**

Since the Authority is contracting for professional services of a security guard firm, sub-contractors will not be permitted under this contract.

**From:** John Walker [jwalker@cypress-security.com]  
**Sent:** Tuesday, June 24, 2014 4:44 PM  
**To:** Mitchell, Susan (DOL)  
**Subject:** RE: ivips application

I found a bunch,,,

(8) For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection.

(7) For use in providing notice to the owners of towed or impounded vehicles. ---- Which is in our THA contract,

(1) For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions. ----- Last time I checked Tacoma Housing is a government agency and funded by the Federal Government,

(2) For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.

John



**John Walker**  
Support Manager  
Cypress Private Security  
159 Western Ave West Ste A456  
Seattle, WA 98119  
Direct: (206) 588-2146

Video: [Cypress in 2 minutes](#)  
For recent updates, follow us on [LinkedIn](#).

---

**From:** Mitchell, Susan (DOL) [<mailto:SMITCHELL@DOL.WA.GOV>]  
**Sent:** Tuesday, June 24, 2014 4:35 PM  
**To:** John Walker  
**Subject:** RE: ivips application

They haven't had a contract with us since January 2012 and I'm not sure why as we don't have their file anymore. I don't think your use meets the DPPA which is the federal law. But I need to review everything with my manager. I have attached links to the federal and state laws for your convenience. Thank you.

[http://www.law.cornell.edu/uscode/usc\\_sec\\_18\\_00002721----000-.html](http://www.law.cornell.edu/uscode/usc_sec_18_00002721----000-.html)

<http://apps.leg.wa.gov/rcw/default.aspx?cite=46.12.635>

Susan Mitchell  
Dept of Licensing  
Public Disclosure  
PO Box 2957  
Olympia WA 98507  
(360) 359-4001

---

**From:** John Walker [<mailto:jwalker@cypress-security.com>]  
**Sent:** Tuesday, June 24, 2014 4:28 PM  
**To:** Mitchell, Susan (DOL)  
**Subject:** RE: ivips application

I am not sure why it is so difficult , we won this contract from Secure Trans/McRoberts Security company and they used it for Tacoma Housing, I even have a copy of their post orders explaining to the officers how to use VIPS, so I am not sure what the difference between their scope of work and ours,

John



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---

**From:** Mitchell, Susan (DOL) [<mailto:SMITCHELL@DOL.WA.GOV>]  
**Sent:** Tuesday, June 24, 2014 2:43 PM  
**To:** John Walker  
**Subject:** RE: ivips application



Thank you. I have reviewed this with my manager and we have a couple more questions. On you application your stated "Frequent history or abandoned/stolen vehicles that need to be removed from property", how will using IVIPS help you with this? Also in your contract it states that you will ticket and tow vehicles that violate THA or Salishan Association community parking rules. How will using IVIPS help with this? Please provide as much information as you can. Thank you.

Susan Mitchell  
Dept of Licensing  
Public Disclosure  
PO Box 2957  
Olympia WA 98507  
(360) 359-4001

---

**From:** John Walker [<mailto:jwalker@cypress-security.com>]  
**Sent:** Tuesday, June 24, 2014 2:01 PM  
**To:** Mitchell, Susan (DOL)  
**Subject:** RE: ivips application

Here is the requested document,

Thanks,

John



**John Walker**  
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---

**From:** Mitchell, Susan (DOL) [<mailto:SMITCHELL@DOL.WA.GOV>]  
**Sent:** Friday, June 20, 2014 2:32 PM  
**To:** John Walker  
**Subject:** RE: ivips application

Thank you but this doesn't appear to be signed by anyone at Tacoma Housing Authority. I see this was just recently done. Could you send me a signed one when you get it?

Susan Mitchell  
Dept of Licensing  
Public Disclosure  
PO Box 2957  
Olympia WA 98507  
(360) 359-4001

**From:** John Walker [<mailto:jwalker@cypress-security.com>]  
**Sent:** Friday, June 20, 2014 2:24 PM  
**To:** Mitchell, Susan (DOL)  
**Subject:** RE: ivips application

Yes I do here is the requested information,

Thanks,

John



**John Walker**  
Support Manager

Cypress Private Security  
159 Western Ave West Ste A456  
Seattle, WA 98119

Direct: (206) 588-2146

Video: Cypress in 2 minutes  
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**From:** Mitchell, Susan (DOL) [<mailto:SMITCHELL@DOL.WA.GOV>]  
**Sent:** Friday, June 20, 2014 2:20 PM  
**To:** John Walker  
**Subject:** ivips application

Hello I received your application applying for an IVIPS account and need a little more information. You stated that you provide security for Tacoma Housing Authority. Do you have a contract with them and if so could you send me a copy? Thank you.

Susan Mitchell  
Dept of Licensing  
Public Disclosure  
PO Box 2957  
Olympia WA 98507  
(360) 359-4001

Mitchell, Susan (DOL)

---

**From:** John Walker [jwalker@cypress-security.com]  
**Sent:** Tuesday, June 24, 2014 3:41 PM  
**To:** Mitchell, Susan (DOL)  
**Subject:** Re: ivips application

Takes a long time 30 or more minutes on phone while the officer sits very unproductive.

Sent from my iPhone

On Jun 24, 2014, at 15:15, "Mitchell, Susan (DOL)" <[SMITCHELL@DOL.WA.GOV](mailto:SMITCHELL@DOL.WA.GOV)> wrote:

Couldn't you just call Tacoma PD to find out if it is stolen or not? Sometimes it takes a while for our system to have the stole flag so it might not be up to date. So it would seem that it would be better to call Tacoma PD.

Susan Mitchell  
Dept of Licensing  
Public Disclosure  
PO Box 2957  
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**From:** John Walker [<mailto:jwalker@cypress-security.com>]  
**Sent:** Tuesday, June 24, 2014 3:09 PM  
**To:** Mitchell, Susan (DOL)  
**Subject:** Re: ivips application

If the vehicle has been sitting for a long time or appears it's been broken into then we would run the plate if it's stolen then we call Tacoma pd who work closely with in the housing development. If it is violating tha rules we just have it ticketed or towed no ivips

Sent from my iPhone

On Jun 24, 2014, at 14:42, "Mitchell, Susan (DOL)" <[SMITCHELL@DOL.WA.GOV](mailto:SMITCHELL@DOL.WA.GOV)> wrote:

Thank you. I have reviewed this with my manager and we have a couple more questions. On you application your stated "Frequent history or abandoned/stolen vehicles that need to be removed from property", how will using IVIPS help you with this? Also in your contract it states that you will ticket and tow vehicles that violate THA or Salishan Association community parking rules. How will using IVIPS help with this? Please provide as much information as you can. Thank you.

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**From:** John Walker [<mailto:jwalker@cypress-security.com>]  
**Sent:** Tuesday, June 24, 2014 2:01 PM  
**To:** Mitchell, Susan (DOL)  
**Subject:** RE: ivips application

Here is the requested document,

Thanks,

John

<image001.gif> **John Walker**  
Support Manager  
  
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**Sent:** Friday, June 20, 2014 2:32 PM  
**To:** John Walker  
**Subject:** RE: ivips application

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I see this was just recently done. Could you send me a signed one when you get it?

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**From:** John Walker [<mailto:jwalker@cypress-security.com>]  
**Sent:** Friday, June 20, 2014 2:24 PM  
**To:** Mitchell, Susan (DOL)  
**Subject:** RE: ivips application

Yes I do here is the requested information,

Thanks,

John

<image001.gif> **John Walker**

Support Manager

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Susan Mitchell

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